



## SC TEL DRUM SA

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BCR Alexandria RO51RNCB0245013070390001  
Raiffeisen Bank Alexandria RO70RZBR000006000241229  
BRD Alexandria RO45BRDE350SV15490893500  
Trezoreria Alexandria RO58TREZ6065069XXX000778  
Trezoreria Alexandria RO45TREZ6065070XXX001447



Catre	<b>SC Sady Com SRL</b>
In atentia:	<b>Domnului DIRECTOR</b>
Fax:	
Nr/data	/17.05.2013

### CERERE DE OFERTA

Va rugam sa ne comunicati cea mai buna oferta tehnico - comerciala pentru produsele enumerate mai jos, care ne sunt necesare pentru obiectivul scos la licitatie in Republica Moldova „Reabilitarea drumului R1 Chisinau – Ungheni – Sculeni, sector km 6+446 – km 24+050”:

Nr. crt.	Denumire	Tip/Dimensiuni/Caracteristici tehnice	Cant	UM
1	Filer		14.493	tone
2	Ciment	Portland entru reciclare	6.016	tone
3				
4				

Va rugam sa precizati producatorul produselor si distanta de transport. Mentionam ca locul de destinatie al produselor solicitate este Chisinau (la iesirea din Chisinau pe drumul Chisinau-Ungheni).

NOTA: Oferta dvs. trebuie sa fie datata, semnata si stampilata si sa fie insotita de agreminte tehnice, fisurile tehnice ale produselor, declaratii de conformitate

Multumim anticipat pentru raspunsul dvs. prompt.

Cu deosebita stima,

**Director Comercial,  
Ing. Virginia Ignat**

**Precontract de executie lucrari  
in subantrepriza  
nr. 4634 din 11.06.2013**

**1. Părțile contractante**

**SC TEL DRUM SA**, cu sediul social in Alexandria , str. Libertatii, nr. 458 bis, jud. Teleorman, Romania, telefon 0040247316976, fax 0040247316977, înmatriculată la Registrul Comerțului Teleorman sub nr. J 34/211/1998, cod unic înregistrare numarul RO2695680 , titulara contului RO31 BACX 0000 0001 9820 5000, deschis la Unicredit Tiriac Bank, reprezentată prin dl. Pitis Petre – Director general, în calitate de *Antreprenor*,

și

**SC .....** SRL, cu sediul in ....., str....., nr....., jud....., telefon:....., fax....., număr de înmatriculare ....., cod fiscal RO....., avand cont bancar ....., deschis la ....., reprezentată prin ..... – ....., în calitate de *Subantreprenor*, a intervenit prezentul contract.

**2. Obiectul precontractului**

- 2.1. Obiectul precontractului il constituie lucrarea: « Reabilitarea drumului R1 Chisinau – Ungheni – Sculeni, km 6+446 – km 24+050 » contractul RSPSP/W4/01 scoasa la licitație de către Administrația de Stat a Drumurilor din Republica Moldova.
- 2.2. În cazul în care Antreprenorului îi se va acorda în urma licitației, executia lucrării : « Reabilitarea drumului R1 Chisinau – Ungheni – Sculeni, km 6+446 – km 24+050 » contractul RSPSP/W4/01 Contractanta) și având în vedere că Subantreprenorul este o societate de construcții cu experiența în realizarea lucrărilor ce fac obiectul prezentului contract, partile contractante ale prezentului precontract stabilesc că vor încheia contract de executie de lucrari in subantrepriza
- 2.3. Încheierea contractului de executie lucrari in subantrepriza se va face cu respectarea clauzelor contractuale cuprinse in contractul pe care Antreprenorul îl va încheia cu Administrația de Stat a Drumurilor din Republica Moldova.
- 2.4. Cuantumul lucrărilor ce se va executa de fiecare din cele două parti contractante se va stabili de comun acord la momentul încheierii contractului în funcție de capacitatea fiecarei parti și după analizarea ofertei finale care va sta la baza încheierii contractului cu Administrația de Stat a Drumurilor din Republica Moldova

**3. Clauze finale**

- 3.1. Prezentul precontract de executie lucrari in subantrepriza s-a încheiat astazi 11.06.2013 in limba romana in 2 (doua) exemplare cate un exemplar pentru fiecare parte contractanta.

**Antreprenor,**

**Subantreprenor,**



## SC TEL DRUM SA

ROMANIA, JUDETUL TELEORMAN, MUN.ALEXANDRIA  
Str.Libertatii prelungire nr.458 bis Cod Postal 140102

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Trezoreria Alexandria RO58TREZ6065069XXX000778

Raiffeisen Bank Alexandria RO70RZBR0000060002412299



No. \_\_\_\_\_/25.06.2013

To: **State Road Administration**

Bucuriei street, 12 A

Chisinau, MD 2004

Republic of Moldova

**Contract RSP/W5/01: "Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 74+177 - km 96+200"**

Sirs,

Urmare transmiterii in data de 30 Mai 2013 a Anunțului de Preselecție (PRE-QUALIFICATION NOTICE), am intelese ca suntem precalificati conditionat.

Prin prezenta confirmam ca S.C. TEL DRUM S.A.(ROMANIA) va depune oferta ca o entitate singura ( nu in asociere cu ADIGE BITUMI), va executa contractul singura daca va fi desemnata castigatoare si nu va transfera responsabilitatile pentru contract nici unei alte societati.

**TEL DRUM S.A.**

**GENERAL MANAGER,**

**Pitiș Petre**



**SC TEL DRUM SA**

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**PROPOSALS FOR THE PROTECTION OF THE ENVIRONMENT, MONITORING AND  
CONTROLLING POLLUTION BY NOISE, DUST, GASEOUS EMISSIONS AS WELL AS  
DISPOSAL OF DEBRIS AND WASTE**

**PROJECT: Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 6+446 – km 24+050**

**CLIENT: Republic of Moldova, Ministry of Transport and Road Infrastructure, State Road Administration**

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### 1. DEFINITIONS

PMM	Environmental Management Plan
RA	Contractor's Representative, in charge with project management
RMSSM	A representative responsible with Safety, Health and Environment Management
Environment	The environment where a given organization operates, including air, water, earth, natural resources, flora, fauna, the people and the interaction between the latter, as well as the construction site.
Aspects relating to the environment	Elements of the activities, products or services of a given organization which may interact with the environment
Environmental impact	Any change brought to the environment, whether adverse or beneficial, which stands for a total or partial outcome of the activities, products or services of a given organization
Normal operation	Routine activities under normal or optimum operating conditions
Abnormal operation	Planned or unplanned events that are not part of any normal operation. For instance any stopping for maintenance purposes, the

	tension drops, etc.
Emergency cases	Any potential accident or natural disaster that may lead to atmospheric pollution, water pollution or discharges into the environment. For instance, fires, explosions, major leaks of any chemical substances, etc.

## 2. IDENTIFICATION DETAILS REGARDING THE PROJECT / WORK

Description of the work: the Ministry of Transportation and Road Infrastructure in the Republic of Moldova, as represented by the State Road Administration (hereinafter referred to as the Employer), has the intention that, by using part of the loan tranches from EBRD (the Bank), it shall rehabilitate Highway R1 Chisinau-Ungheni-Sculeni km 6+446-km 24+050.

The main works shall include the following:

- The widening of the existing highway from 2 to 4 lanes, km 9+000 - km 23+700;
- approximately 233.000 cubic meters of earthworks;
- approximately 39.575 cubic meters of cold in-situ recycling of asphaltic carpet;
- approximately 287.645 sq. m. of casting of M II asphaltic concrete binder, with a thickness of 60 – 80 mm;
- approximately 286.481 sq. m. of hard covering made of asphaltic concrete, with a thickness of 50 mm;
- approximately 600 m of coffers and discharge pipes;

The road section which is to be rehabilitated is located between the towns Chisinau and Straseni. The works are planned to start in August 2013 and should be completed within 24 months.

## 3. DESCRIPTION OF THE ENVIRONMENTAL MANAGEMENT SYSTEM, AS APPLICABLE DURING THE PERIOD OF EXECUTION OF THE WORKS

The purpose of the environmental management plan (PMM) is that of providing a plan regarding the attenuation measures that are to be applied in order to manage any and all potential adverse effects on the environment, as related to the implementation of the project. The proposed PMM shall be updated in accordance with the needs, as occurred during the process of implementing the process.

The report on the policy of the company S.C. TEL DRUM S.A. has been drawn up in compliance with the objectives regarding environmental protection and health, while at the same time one has considered also the contractual obligations and it is elaborated with the purpose of showing the obligations of the company S.C. TEL DRUM S.A. in terms of applying the standards regarding environmental security and protection along the entire period of running the project.

We are well aware of our responsibility as far as the environment is concerned. Upon preparing and performing such a construction project, our purpose is to use energy and raw materials in such a way as to save such resources. Moreover, we use our best efforts in view of reducing emissions and polluting waste. One grants absolute priority to the compliance with the laws and regulations in terms of the environment. This asks for a special commitment on the part of our personnel working on the construction site, since each and every single project has its own requirements as far as the environment is concerned.

Within some acceptable limits, from an economic perspective, as well as to the extent we might exercise any kind of influence whatsoever, we wish to prevent and reduce any damaging impacts on the environment that may occur, as a consequence of our commercial activities.

The employees shall undertake full liability to environmental protection. Consequently, it is very important to increase their awareness regarding the environment, by information and training courses.

S.C.TEL DRUM S.A. is closely checking conduct, as an essential part of a good management and as a priority issue, and it makes sure that it shall take all necessary measures, so as:

- To ensure environmental protection measures for all people included within the execution process, the nature, existing buildings and properties;
- All management members who are entitled to be present on the construction site shall have the duty to maintain the order, in order to prevent any kind of dangers whatsoever and to reduce the impact on citizens and on nature, as the latter come into contact with the execution;
- To adopt any practices, regardless of the cost, that would come to prevent any form of accidents whatsoever, which might destroy the environment, which would harm and injure the workers, which would cause damages, losses or destroy to landlords;
- To efficiently monitor any actions, as included within the Environmental Protection Plan;

S.C. TEL DRUM S.A. holds the Environmental License no. 170 from 20.10.2008, as issued by the Local Environmental Authority to the benefit of the Company and it agrees to fully comply with the said license.

The contractor's representatives and all people involved within the running of the present project, shall be responsible for the implementation of this policy and for ensuring the labor security for environmental protection.

#### **4. SCOPE AND APPLICABILITY FIELD**

In order to prevent or counter the effects that the execution of the works might have upon the environment, as also stipulated within the assignment documentation, the following measures regarding the various environmental aspects shall be applied during the process of execution of the works, for the removal of solid waste, the management of liquid waste, the reduction of the impact of heavy tools and equipments on the environment, phonic pollution, the discharge of wastewater, quarries and borrows, the execution traffic, getting the construction site clean and any other necessary measures, as required for the purpose of protecting the environment and reducing the impact of works on the latter.

#### **5. RESPONSIBILITIES**

- RMSSM shall be responsible with the supervision of the strict compliance with the present procedure.
- RMSSM shall be responsible with the establishment of significant criteria

- RA shall be responsible with ensuring that the organization of the project is compliant with the present procedure.

## 6. PROCEDURES

### 6.1. Identifying the environmental related aspects

RMSSM shall identify the real and potential aspects and the impact on the environment by assessing the latter's interactions with the environment for all activities and services under normal, abnormal and emergency operating conditions, by means of:

- (a) legal requirements and other such requirements
- (b) Identifying the waste flows
- (c) Processing chart (input - processing - output)

RMSSM shall identify both the direct and the indirect environmental aspects, that may interact with the environment, as well as the latter's associated impact on the environment. Where relevant, one shall consider the following:

- (a) Emissions into the air;
- (b) Discharges into the water;
- (c) Waste management;
- (d) Soil contamination;
- (e) Using raw materials and natural resources;
- (f) Inconveniences caused by noise, unpleasant smells or dust;
- (g) Cleaning on the construction site, on the access routes towards and from the construction site;
- (h) Other local and community related environmental aspects.

In addition to its current activities, RMSSM shall also consider the relevant activities in the past and those that are planned for the future. This process shall indirectly regulate the impact on the environment, as a result of those assets and services, as purchased.

RMSSM shall identify all real and potential, positive and negative environmental impacts, within the area and outside the area, as related to each and every single one of the identified aspects. One environmental aspect may have multiple environmental impacts. One environmental aspect may have distinct impacts on the environment under the conditions of the said operation. See the Fast List of Environmental Aspects below:

### *Fast List of Environmental Aspects*

<b>Environmental Aspect</b>	<b>Environmental Impact</b>
Emission of atmospheric pollutants	Toxic / damaging particles (e.g.: Sand / dust, particles, lead, flying ashes, lampblack particles, smoke, oily drops, metallic vapors)

<b>Environmental Aspect</b>		<b>Environmental Impact</b>
	Toxic / damaging gases (hydrocarbons, carbon monoxide, etc.)	Atmospheric pollution
	Acid gases (carbon dioxide, Nitrogen dioxide, sulphuric dioxide,	Acid rain
	Greenhouse gases	Global warming
	Substances causing The ozone layer exhaustion	The ozone layer exhaustion
	Inflammable substances, gases	Fire & Explosion
Wastewater discharge	Organic pollutants (for instance DDT, Polychlorinated Biphenyls, oils, High loads of biochemical oxygen demand (BOD) etc.)	Water pollution
	Inorganic pollutants (solid Suspensions, metals, nutrients, etc.)	Water pollution
	Pathogen agents	Water pollution
	pH (alkalinity)	Water pollution
	Temperature	Thermal pollution
Losses, by leaks of polluting substances	Oils, gas, chemical products, Industrial effluents	Water pollution
		Soil pollution
Radiations	Ionization, UV, microwaves, thermal	Exposure of people / the environment to radiations
Sound emissions	Noise at the limit of the areas	Sound pollution
Emissions of odors	Final products of biological reactions, Petrol-based products, minerals, metals and soil salts	Nuisance Degree
Discharge of wastes	General waste warehouse (e.g. Food wastes, wrapping wastes)	Soil pollution
	Hazardous waste warehouse (e.g. Heavy metals, radioactive wastes)	Soil pollution
	General waste incineration	Atmospheric pollution
	Hazardous waste incineration	Atmospheric pollution
Using the	Using electricity	Natural resources exhaustion

<b>Environmental Aspect</b>		<b>Environmental Impact</b>
energy		
Using water	Use of drinking water, Industrial water, etc.	Natural resources exhaustion
Using renewable natural resources	Use of paper, timber, etc.	Natural resources exhaustion
Using non – renewable natural resources	Use of mineral substances, Crude oil, etc.	Natural resources exhaustion

## **7. MEASURES FOR PREVENTING POLLUTION**

The risks are anticipated prior to the enforcement of the project and the same are taken into consideration within the direct activities for the attenuation of the effects made during the process of execution.

### **7.1. The prevention and fighting accidental pollution of oil waste, fuel and bituminous materials**

- All toxic or potentially toxic materials (including without limitation the fuels, oils, bituminous materials, cement) shall be stored on concreted platforms or in building that have a certain protection against infiltrations or leaks.
- Residual materials shall be treated as waste and shall be removed subject to the latter's nature, as hazardous waste.
- One shall arrange for some concreted platforms and berms in those locations stipulated for the discharge of chemical materials and of fuels, in the areas where the supply of fuels shall take place and also in the car parks;
- The prevention of the leaks of any liquids on emplacements - one shall arrange for some concreted platforms and berms in those locations stipulated for the discharge of chemical materials and of fuels, in the areas where the supply of fuels shall take place and also in the car parks;
- The storage of materials with a bitumen contents, as well as of oils, lubricants and fuels, paints, shall be carried out in some special containers that shall provide for safety in terms of accidental leaks
- In the event of any polluting leaks, one shall use absorbing materials
- The removal of any polluting leaks shall be treated as hazardous wastes;
- Stockpiles shall usually be built on concreted platforms, provided with berms for the prevention of erosion
- The tools serving this activity shall be periodically checked so as not to operate with loss of oils or other such polluting substances. Any fault in terms of tools and machines, which

might have some adverse negative effects on the environment, shall be notified to the construction site management, in order for all necessary measures to be taken.

- Upon exiting from the work area, the means of transportation shall be adequately cleaned.

#### 7.2. Preventing soil deterioration:

- The areas affected by the works, the ground storages for earthworks, the borrows, the accommodation areas and other such temporary works shall be re – covered with vegetation: plants, bushes, grass – works that shall be approved by the Engineer.
- Upon completion of the works, there shall be no soil areas left exposed, uncovered by vegetation, either in terms of temporary works, or in terms of the permanent ones, including camping areas, working stations, etc.
- In terms of those earthwork of over 3 meters high, the re – covering with vegetation shall include the supply of constant screening areas, by using shrubs / underwood, bushes at the back of the plateau at a height of at least 1.5 meters.
- The working areas and the organization of the construction site shall be restored to the initial state.
- The platforms of the manufacture bases (asphaltic station and concrete station) shall have a concrete area or a crushed stone area, in order to prevent or reduce any infiltrations of polluting substances. Again for the production base, one should consider that the platform for the maintenance and washing of the tools shall be made with a down – grade, so as to ensure the collection of wastewater (as resulted from washing the machines), of oils and fuels, and then the latter's introduction into a decanter which shall be periodically cleaned, and any deposits shall be transported to the nearest treatment station. Inside the organizations of a construction site, one shall provide for the effluence of meteoric waters, that wash a large area, where there may be a number of various substances from eventual losses, so as no pools shall be formed, which pools in time may infiltrate underground, polluting the soil and the phreatic layer.

#### 7.3. Reducing the emission of noxae, dust and noise during the works

Considering the quantities of processed / handled materials, it results a quantity of emissions of particles. At the same time, within the process of assessing the quantities of noxae, as released, one should also consider the noxae coming from the operation of engines of the tools and vehicles (gas combustion) and the latter's travelling on non – arranged roads.

One shall aim the meeting of the admitted limits of the noise pollution level in terms of the activities from the construction site, by using adequate technologies and means of execution, as well as by using phonic boards and barriers.

The impact of the noise generated during the works is significant since the works shall also take place near lived in perimeters.

One shall take the following measures:

- The construction tools shall be compliant from the technical perspective and / or the daily and periodical maintenance works shall provide for the keeping of noxae within the limits of tolerance, as published by manufacturers.
- The asphalt station shall be equipped with dust filtration equipment and one estimates no significant dust emissions.
- Non paved roads shall be regularly wetted so as to limit dust caused by the construction traffic

- All trucks transporting fine materials or those that diffuse dust shall be covered with canvases.
- Equipments with some high level of noise shall be restricted within the working hours 8 a.m. to 6 p.m., and shall be operated only on working days.
- Noise level restrictions may be reduced by the Engineer, if the latter shall deem that the affected area is not close to any community, and if there have already been implemented a series of appropriate protection measures, such as hearing protection devices, noise reduction equipments and devices.
- If necessary, one shall install some anti – dust and anti – noise barriers, in order to protect critical areas (schools, hospitals, etc.) with some phonic – absorbing nets.
- The concentration of tools in as less and less as possible such emplacements, so as to diminish the impact areas and to favor controlled and accurate operation.
- The technological processes causing too much dust, such as the case of earth fillings, shall be reduced during the periods with some strong wind, or one shall aim at a more intense wetting of the areas. A special attention shall be paid in terms of placing the formal bed, which means the spraying of chalk powder. Construction site roads shall be constantly maintained by leveling and wetting in order to reduce dust. In the event of transportation of any earth, one shall provide as reasonably possible, for a series of routes located on the very body of the filling so that, on the one hand, one shall get an additional compaction, and on the other hand, one shall reduce the area of emissions of dust and exhaust gases.
- Subject to the existing (narrow) streets and the houses (either old or with some architectural value), we shall be very cautious when choosing the machines we are to use in constructions, as well as the transportation trucks.
- In order to reduce noise and pollution from trucks or diggers, engines should be turned off, when possible.

#### 7.4. Preventing the inappropriate discharge of resulting rubble;

One shall localize those areas for the storage of waste and excedent materials, in accordance with the regulations and local procedures in terms of waste transportation and discharge.

#### 7.5. Preventing the contamination of water streams

Impact on waters may be caused by accidental losses of fuels from the machines used upon the execution of the works, as well as by accidental losses of materials that are being used upon execution of the works. These types of impact are reduced and can be avoided by establishing some simple prevention measures, as follows:

- The works near water streams shall be planned only during the dry season, so as to eliminate the risk of the flowing of eventually infested pluvial waters into the water streams and lakes.
- One shall forbid the random discharge of any type of waste whatsoever that may pollute water. The latter shall be collected and removed by means of sewerage systems or local collection installations;
- One shall conduct the control of storing the solid wastes, so that the latter shall not be carried into the surface or underground waters.

- All vehicles leaving the premises of the construction site, shall be cleaned and washed, in order to prevent mudding the roads outside the construction site. In the event the wheels of the trucks shall be full of mud upon leaving the construction site area, one should consider the dry manual cleaning in advance. Thus, one shall avoid the contamination of used water with suspended solids and oils.
- The household wastewater from the construction site, from the time of the construction shall be collected in a septic tank, as periodically pumped, and the wastewater shall be transferred in order to be treated into the wastewater treatment plant of the municipality. In the event there is no such sewerage, the latter shall be used by a temporary connection to the construction site.
- Rain water from the construction site may be contaminated due to the characteristics of the construction materials that are to be stored on the construction site. In order to protect the water, we shall store the materials in some well and adequately confined areas. Rain water shall be discharged by means of a special collecting ditch system into the nearest water, unless any contamination is detected. Otherwise, water shall be adequately treated prior to discharge and one shall require the getting of a license, in accordance with the requirements in the field of wastewater discharge into a surface water and the establishment of the individual emission limit at sources. Wastewater quality shall be compliant with the quality of the river water and the category of the receiving water stream.
- Water resulting from existing or possible future surface accumulations, coming from rain water or infiltrations of underground water. If one detects no trace of contamination whatsoever, this water shall be directly discharged into surface water. Otherwise, the said water shall be adequately treated prior to discharge and one shall require the getting of a license in accordance with the requirements in the field of wastewater discharge into surface water and the establishment of the individual emission limit at sources. Wastewater quality shall be compliant with the quality of the river water and the category of the receiving water stream.
- Whereas the existence of permeable soils (gravel, cobble, sand, etc) in the working area, this fact may cause a strong connection between the level of underground waters in the area. This situation requires for a special attention to be paid in terms of avoiding the risk of the underground water getting contaminated by various substances used on the construction site.

#### 7.6. Waste management

For the collection of household waste from the organization of the construction site and from the working facilities, one shall organize the collection in containers and the selective handing over of wastes (household leftovers, paper, plastic, glass), as per the local norms in force. To this end, one shall conclude a service agreement with a local company authorized to collect such wastes.

All activities regarding the transportation and destroy of such wastes, as generated on the construction site shall be debated in advance with the local authorities, including with the municipalities, in order for the contractor to be granted the permission to destroy and transport such non – hazardous wastes, in accordance with the requirements.

All the other types of construction wastes shall be recycled to the extent such thing is possible. The remaining wastes shall be transported from the construction site into an appropriate area. The purpose of the program for hazardous materials is that of reducing the risk by going

beyond the requirements of the regulations regarding the management of the life cycle and the safe handling of hazardous materials, by preventing and making preparations for any and all possible outflows. One should take measures in order to make sure that all employees undertake the responsibility regarding the management and safe handling of hazardous materials, in accordance with the regulations. This includes the purchase, handling, storage, reducing wastes and destroying hazardous materials.

To this end, the program includes a specific training on the job, as well as the execution of a number of inspections in order to provide for the compliance with the regulations.

The program also includes a number of responsibilities for the management and updating of the Emergency Reply Plan in terms of the Environment.

Hazardous wastes that have been generated on the construction site, such as oils from washing and cleaning activities shall be distinctly collected and transferred for treatment purposes, to an authorized company.

Wastes transportation shall be conducted with own trucks.

All the other construction – related wastes shall be recycled as much as possible.

Remaining wastes shall be transported from the construction site into a special location.

The purpose of this program for hazardous materials is that of reducing risks, by going beyond the requirements regulated in terms of the management of the life cycle and the safe handling of these materials, while at the same time preventing and preparing for any eventual leaks.

The challenge lies in making sure that all employees undertake the liability in terms of safely handling the hazardous materials, in accordance with the regulations. This includes the purchase, handling, storage, reducing wastes and destroying hazardous materials.

#### 7.6.1. Toxic industrial wastes

RMSSM shall make sure that all toxic industrial wastes, as generated, shall be discharged in the appointed storage areas and which are covered.

RA shall keep a copy of the valid license for the collectors of toxic industrial wastes.

The toxic industrial wastes, as generated, are as follows:

Toxic industrial wastes	Storage method
Used oil, gas, hydraulic liquid, Vaseline and lubricants, water that is heavily contaminated with chemical substances or oil.	Kept in a designated, covered storage place.
Paint recipients with non – hardened paint.	Kept in a designated place / box for temporary storage.
Accumulators with lead plates and sulphuric acid, spray cans	Kept in the warehouse inside the location.
Mixtures of concrete, resins, ceiling components, cement accelerators, cleaning agents.	Kept in the warehouse inside the location.

RMSSM shall supply and shall make sure that all recipients used for the toxic industrial wastes, are adequately labeled. Also, the latter shall make sure that the said label includes the

name (contents) of the said substance, the date of such storage, as well as the responsible person.

All works shall make sure that there is no diffuse of such toxic industrial wastes during handling and transportation to such wastes storage location.

RMSSM shall appoint the personnel for conducting a random periodical inspection at the inspection place, namely to provide for the appropriate elimination of any wastes by the economic agent holding the license for waste collection.

No waste shall be stored inside the location, in a position that might affect the employee's health or safety, or which might have any environmental impact.

RMSSM shall keep and maintain an inventory of such industrial toxic wastes, as generated on a weekly basis.

All newly generated wastes inside the location shall be reported to RMSSM. RMSSM shall register the toxic industrial wastes in order to determine if there are any adjustments to the list.

#### 7.6.2. General construction wastes

The handling of the construction wastes shall be made in accordance with the local and national regulations, with PMM and with the construction site requirements, as above described. All general construction related wastes shall be discharged by mobile means of transportation or by systems for waste discharge that are mounted on rollers, as provided by the economic agent holding the license for waste collection at the project locations.

General construction related wastes shall be as follows:

General wastes	Storage method
Office waste	Dust bin for paper, as provided in the office or in a bathroom
Wood	Stored in the designated area at the place of the project, in order to be used at the construction site works (lining, filling, etc); any surplus or non – compliant material shall be eliminated in bulk, by the economic agent holding the license for waste collection.
Construction waste	Stored in the designated area at the place of the project in order to be eliminated in bulk by the economic agent holding the license for waste collection.
Wrapping waste	Stored in the designated area at the place of the project in order to be eliminated in bulk by the economic agent holding the license for waste collection

RMSSM shall appoint the personnel for conducting a random periodical inspection at the inspection place, namely to provide for the appropriate elimination of any wastes by the economic agent holding the license for waste collection.

#### 7.6.3. Food wastes

All food wastes, as generated, shall be eliminated in designated storage bins, and such latter bins shall be constantly covered.

RMSSM shall make sure that all food wastes are picked up on a daily basis from the location, by the economic agent holding the license for waste collection.

The generated food wastes are as follows:

<b>Food waste</b>	<b>Storage method</b>
Workers' location	“black” covered bin
Construction site offices	“black” covered bin

The entire personnel and the entrepreneurs shall make sure that no toxic industrial waste shall mix up with general construction – related wastes.

RMSSM shall appoint the personnel for conducting a random periodical inspection at the inspection place, namely to provide for the daily appropriate elimination of any wastes by the contracted economic agent holding the license for waste collection.

#### 7.6.4. Recyclable / Reusable materials

All recyclable / reusable materials, as generated shall be discharged as follows:

Recyclable / Reusable materials	Discharge method
Scrap / Wire rope	Handed over to the beneficiary in order to be sold to the collector for recycling purposes
Electric cable	Handed over to the beneficiary in order to be sold to the collector for recycling purposes
Empty cans	Returned to the supplier for use.
Cylinders, tanks, recipients under pressure	Returned to the supplier for use, reuse.
Used wooden pellets	Reuse at the project locations.
Toner cartridge	Returned to the supplier.

#### 7.6.5. Waste from sanitary facilities

The sanitary facilities for the construction site personnel shall be in special sanitary containers, as connected to the sewerage network. These containers shall be made available in adequate quantities and shall be placed in locations that are favorable to the organization of a construction site.

The contractor shall also provide and maintain in good operating status, a series of eco – toilets at every single working facility, in accordance with the environmental impact norms, as in force.

### 8. CONSTRUCTION SITE ORGANIZATION WORKS

#### 8.1. Arranging the technological organization platform

The construction site organization shall have all necessary utilities, namely the possibility of connection to water sources, electric power sources, telephone, etc.

During the execution of the works, until final acceptance, one shall protect the materials and works, as accomplished, by complying with the execution technology and the provisions within the tender books, for the purpose of ensuring the designed parameters and the quality of the works.

To this end, one shall take special measures regarding:

- The storage of materials in arranged spaces;
- The transportation and placement in optimum time;
- The compliance with the measures imposed by the supplier of materials.

In the event of any interruption of the execution of the works, due to various grounds, one shall aim at restoring the ground to the latter's initial state and to protecting the areas.

In terms of the auxiliary materials that are to be manually used in the area of the work, the latter shall be stored in the warehouse from the construction site, in cans or cans that are secured under bad weather conditions.

The used products and the construction works meet the following essential requirements:

- Force and mechanical stability;
- Hygiene, health and environmental protection;
- Safety in use;
- Car traffic protection;
- Energy savings.

One shall use the certified 2<sup>nd</sup> degree laboratory, for the carrying out of all quality tests according to the project, the tender book and the norms in force.

Upon the execution of constructions at the construction site, one shall take measures in order to reduce to a minimum all effects of any potential polluting sources.

The construction site organization shall be carried out so as not to affect the electric, telephone networks and the pipes from the area, or the access to communication routes of the inhabitants of the said area.

One shall not scatter any construction materials on the road, the latter being stored in some special places, so as not to impede traffic, and upon completion of the works one shall restore the existing natural framework.

Across the entire duration of execution of the works, one shall provide for the cleanliness in the area of the working space and for assuring the traffic during execution.

One shall place bathrooms in some especially arranged placed in the area of the construction site, so as to provide for the appropriate conditions for sanitary hygiene and environmental protection.

At every single working facility, there shall be first aid facilities. In the event of any accidents, one shall get in touch with the medical practices in town.

One shall materialize the places where there are such ambulance points, and those workers conducting their work in hazardous areas or where there are noxae, should benefit of supervision, medication and adequate food.

## 8.2. Sources of utilities, provisory access routes.

The necessary water sources for wetting in the area close to the works, shall be provided from the constructor's own tank car.

For household consumption (as far as workers are concerned), water shall be provided from drinking water sources from the sources acknowledged within the area.

There shall be no need for special water sources for the provision of those utilities as necessary for the construction site organization, the technological water supply shall be provided from the water in the area or from the constructor's own tank car.

For the construction site organization the necessary utilities shall be dimensioned and legal authorizations shall be obtained.

The access of mechanization tools, tip lorries, etc. at the works, shall be done by means of the technological routes that have been especially provided beforehand with the approval on the part of the local authorities.

The equipment with tools of a small or big degree of mechanization shall be done subject to needs, from its own park shown in the related lists, as presented.

The supply with fuel – fuels of the mechanization tools shall take place with the tank cars existing in the endowment of the company S.C. TEL DRUM S.A.

Subsequent to the completion of the works, one shall de - allocate the occupied land, removing any and all debris.

### 8.3. Construction site eradication.

Subsequent to the completion of the execution of the investment objective, the occupied land in terms of the construction site, shall be brought to its initial state and one shall take measures for the construction site eradication.

Thus, upon the completion of the works, one shall eradicate all constructions and arrangements, as related to the organization of the said construction site. On such an occasion, one shall make all necessary arrangements in view of restoring the land where the objects of the construction site organization have been. One shall completely remove all effects and any eventual land polluting sources (production bases, workshops for tools repairing and maintenance, fuel storages).

Upon construction site termination, one shall provide for the place getting cleaned in terms of the area of the performed works, as well as the arrangement of the land including in the area of temporary storage of materials.

## 9. LANDSCAPE AND ECOSYSTEM PROTECTION

All works shall be carried out in a non – damaging way in the event of moving (dislodging) the vegetation.

The resettlement of vegetation shall be carried out as it was before or in the closest way possible from the perspective of the ecological value. It is important to avoid cutting down the existing trees.

The existing trees should be protected by wooden borders up to approximately 2 m high.

## 10. PROTECTING PEOPLE'S DWELLINGS, SOCIAL ENVIRONMENT AND THE QUALITY OF LIFE

The emplacement of the construction site shall be done without prejudicing in any way the sanitation, the environment, the rest spaces, the treatment and recreational spaces, the health and comfort status of the population.

- One shall aim at accomplishing and maintaining a perfect cleanliness inside the construction site and in the nearby areas.
- One shall aim at accomplishing some racks for the washing out of the wheels of those vehicles leaving the construction site on the public roads.
- One shall aim at collecting wastes, namely the earth, the ballast, the materials resulting from demolition / dismantling, etc. and the transportation of the latter in authorized locations.
- One shall aim at using within the said works, of a series of environmental – friendly materials.
- In order to check the activities regarding the utilities – facilities, the organization plan for the waste discharge, one shall conduct the records according to the legal provisions.

## **11. NATURAL RESOURCES PROTECTION AND BIODIVERSITY PRESERVATION**

The responsible with the work on the part of the COMPANY, upon acknowledgment on the field and upon taking over the emplacement of the probes, shall consider that cutting down the trees for the accomplishment of the investigations shall be carried out only in a strictly necessary scenario, subsequent to having obtained an authorization on the part of the local authorities.

## **12. HISTORICAL AND CULTURAL PATRIMONY PROTECTION**

In the event of an accidental discovery of any historical remains, or of any other such objects into the ground, the entire personnel shall be willing to immediately cease the works, to notify the management of the construction site which shall as soon as possible notify the local authorities. Random archeological discoveries shall be guarded until authorities arrive.

## **13. ENVIRONMENTAL IMPACT IDENTIFICATION AND ATTENUATION MEASURES**

The environmental issues that may occur upon the execution of the works are synthetically presented in the table below. The level of impact on the environment is assessed by means of four indicators:

S - significant;

M - mild ("less important / less relevant"),

R - low ("not important / insignificant");

P - positive – the project shall improve the quality of the environment or shall have any other such positive effects on the society;

NA – doesn't apply

Whereas the work shall be carried out on an existing route, the environmental impact shall be assessed as of the execution stage.

Current no.	Environmental factor	Execution stage				
		Environmental impact				
		S	M	R	P	NA
1.	Water quality			*		
2.	Geology			*		
3	Land fauna			*		
4	Aquatic fauna					NA
5	Vegetation			*		
6	Landscapes		*			
7	Forests			*		
8	Natural reservations					*
9	Humid areas			*		

10	Human population		*			
11	Archeological patrimony					*
12	Noise			*		
13	Use of the land		*			
14	Economic matters				*	
15	Air quality			*		
16	Climate					*

## 14. SUPERVISION, CONTROL, MONITORING – MONITORING PLAN

### Specific legislation regarding environmental monitoring

Name	Date of publication in the Official Gazette
Republic of Moldova Codes	
<b>Subsoil code</b> , no.1511-XII from 15 <sup>th</sup> of June 1993	MR Parliamentary Gazette no.11. 1993
<b>Waters code</b> , no.1532-XII from 22 <sup>nd</sup> of June 1993	MR Parliamentary Gazette no.10. 1993
<b>Forestry Code</b> , no.887-XIII from 21 <sup>st</sup> of June 1996	MR Parliamentary Gazette no. 4-5 from 16.01.97. art.36
Republic of Moldova Laws	
<b>Law for the amendment and adjustment of Law no. 1347-XIII from October the 9<sup>th</sup> 1997 regarding production and household wastes</b> , no. 480-XV from 4.12.2003	MR Official Gazette from January the 1 <sup>st</sup> 2004 no.1-5
<b>Law for the adjustment of article 16 of Law no. 1540-XIII from February the 25<sup>th</sup> 1998 regarding payment for environment pollution</b> , no. 354-XV from 31.07.2003	MR Official Gazette from 5 <sup>th</sup> of September 2003 no. 191-195
<b>Law for the amendment and adjustment of Forestry Code no. 327-XV from 18.07.2003</b>	MR Official Gazette from 19 <sup>th</sup> of September 2003 no. 200-203
<b>Law for the amendment and adjustment of Law no. 1515-XII from 16<sup>th</sup> of June 1993 regarding environmental protection, Law no. 851-XIII from 29<sup>th</sup> of May 1996 regarding ecological expertise and the assessment of environmental impact and of the Code regarding administrative contraventions</b> , no. 59-XV from 21.02.2003	MR Official Gazette from 28 <sup>th</sup> of March 2003 no. 56-58
<b>Law on the adherence of the Republic of Moldova to the Kyoto Protocol at the Framework Convention of the United Nations regarding the change of climate</b> , no. 29-XV from 13 <sup>th</sup> of February 2003	MR Official Gazette from 18 <sup>th</sup> of March 2003 no. 48
<b>Law for the amendment and adjustment of Law no.</b>	MR Official Gazette from 14 <sup>th</sup> of

Name	Date of publication in the Official Gazette
<b>1540-XIII from 25.02.98 regarding the payment for environmental pollution, no. 1566-XV from December the 20<sup>th</sup> 2002</b>	February 2003 no. 20-22
<b>Law for the amendment and adjustment of several legislative deeds (Law on animal life, regarding hydro-meteorological activity, and others alike), no. 1257-XV from 19.07. 2002</b>	MR Official Gazette from 14 <sup>th</sup> of November 2002 no. 151-153
<b>Law for Ratifying the Agreement regarding the cooperation in the field of active actions on meteorological processes and other such geo – physical processes no.1080-XV from May the 24<sup>th</sup> 2002</b>	MR Official Gazette from the 13 <sup>th</sup> of June 2002 no. 75
<b>Law for Ratifying the Agreement regarding the inter – state hydro – meteorological network of the Independent States Community no. 1363-XV from the 4<sup>th</sup> of October 2002</b>	MR Official Gazette from the 31 <sup>st</sup> of October 2002 no. 146-148
<b>Law regarding the ratifying of the Protocol on persistant organic pollutants and the Protocol on heavy metals, of the Convention from 1979 on cross – border atmospheric pollution over long distances, no. 1018-XV from April the 25<sup>th</sup> 2002</b>	MR Official Gazette from the 23 <sup>rd</sup> of May 2002 no. 66-68
<b>Law on ratifying the Cartagena Protocol, regarding biosecurity, at the Convention for Biological Diversity no. 1381-XV from 11<sup>th</sup> October 2002</b>	MR Official Gazette from the 7 <sup>th</sup> of November 2002 no. 149-150
<b>Law for the approval of the Regulation regarding the commercial regime and the regulation of halogenated hydrocarbons that destroy the ozone layer no. 852 from February the 14<sup>th</sup> 2002</b>	MR Official Gazette from the 18 <sup>th</sup> of April 2002 no. 54-55
<b>Law on biological security, no.755-XV from the 21<sup>st</sup> of December 2001</b>	MR Official Gazette from the 13 <sup>th</sup> of June 2002 no. 75
<b>Law on access to information, no. 982-XIV from May the 11<sup>th</sup> 2000</b>	MR Official Gazette from the 28 <sup>th</sup> of July 2000 no. 88 - 90
<b>Law on energy preservation, no. 1136-XIV from July</b>	MR Official Gazette from the 21 <sup>st</sup> of

Name	Date of publication in the Official Gazette
the 13 <sup>th</sup> 2000	December 2000 no. 157 - 159
<b>Law for the improvement by forestation of any damaged lands</b> , no. 1041-XIV from June the 15 <sup>th</sup> 2000	MR Official Gazette from the 9 <sup>th</sup> of November 2000 no. 141-143, art. 1015
<b>Law on public property lands and the latter's delimitation</b> , no. 981-XIV from the 11 <sup>th</sup> of May 2000	MR Official Gazette from the 3 <sup>rd</sup> of August 2000 no. 94-97, art. 672
<b>Law regarding the adherence of Moldova Republic to some of the international deeds in the field of environmental protection</b> , no. 111-XV from 27.04.2001	MR Official Gazette from the 17 <sup>th</sup> of May 2001 no. 52-54
<b>Law regarding the industrial security of hazardous industrial objects</b> , no. 803-XIV from February the 11 <sup>th</sup> 2000	MR Official Gazette from the 25 <sup>th</sup> of May 2000 no. 59 - 62
<b>Law on tourism</b> , no. 798-XIV from February the 11 <sup>th</sup> 2000	MR Official Gazette from the 12 <sup>th</sup> of May 2000 no. 54 - 56
<b>Law on wallnut tree</b> , no. 658-XIV from October the 29 <sup>th</sup> 1999	MR Official Gazette from the 29 <sup>th</sup> of December 1999 no. 133-135
<b>Law regarding plants protection</b> , no. 612-XIV from October the 1 <sup>st</sup> 1999	MR Official Gazette from the 2 <sup>nd</sup> of December 1999 no. 133-134
<b>Law regarding the international treaties of the Republic of Moldova</b> , no. 595-XIV from September the 24 <sup>th</sup> 1999	MR Official Gazette from the 2 <sup>nd</sup> of March 2000 no. 24 - 26
<b>Law regarding the green spaces of urban and rural localities</b> , no. 591-XIV from September the 23 <sup>rd</sup> 1999	MR Official Gazette from the 2 <sup>nd</sup> of December 1999 no. 133-134, art. 659
<b>Law regarding the granting of licenses for some kinds of activity</b> , no. 332-XIV from March the 26 <sup>th</sup> 1999	MR Official Gazette from the 17 <sup>th</sup> of June 1999 no. 62 - 64
<b>Law on drinking water</b> , no. 272-XIV from February the 10 <sup>th</sup> 1999	MR Official Gazette from the 23 <sup>rd</sup> of May 1998 no. 24-25, art. 154
<b>Law regarding the fund of natural state protected areas</b> no. 1538-XIII from February the 25 <sup>th</sup> 1998	MR Official Gazette from the 16 <sup>th</sup> of July 1998 no. 66-68, art. 442

Name	Date of publication in the Official Gazette
<b>Law regarding payment for environmental pollution</b> , no. 1540-XIII from February the 25 <sup>th</sup> 1998	MR Official Gazette from the 18 <sup>th</sup> of June 1998 no. 54-55, art. 378
<b>Law for the amendment and adjustment of Law regarding environmental protection</b> , no. 1539-XIII from February the 25 <sup>th</sup> 1998	MR Official Gazette from the 21 <sup>st</sup> of May 1998 no. 44-46, art. 316
<b>Law on hydro – meteorological activity</b> , no. 1536-XIII from February the 25 <sup>th</sup> 1998	MR Official Gazette from the 2 <sup>nd</sup> of July 1998 no. 60-61, art. 409
<b>Law on production and sewage waste</b> , no. 1347-XIII from the 9 <sup>th</sup> of October 1997	MR Official Gazette no. 16-17 from the 5 <sup>th</sup> of March 1998
<b>Law on radioprotection and nuclear security</b> , no. 1440-XIII from the 24 <sup>th</sup> of December 1997	MR Official Gazette from the 23 <sup>rd</sup> of May 1998 no. 24-25, art. 154
<b>Law on atmospheric air protection</b> , no. 1422-XIII from the 17 <sup>th</sup> of December 1997	MR Official Gazette no. 44-46 from 21.05.1998, art. 312
<b>Law on the regime of poisonous products and substances</b> , no. 1236-XIII from the 3 <sup>rd</sup> of July 1997	MR Official Gazette no. 67-68 from the 16 <sup>th</sup> of October 1997, art. 557
<b>Law on natural resources</b> , no. 1102-XIII from February the 6 <sup>th</sup> 1997	MR Official Gazette no. 40 from the 19 <sup>th</sup> of June 1997, art. 337
<b>Law on ecological expertise and environmental impact assessment</b> , no. 851-XIII from May the 29 <sup>th</sup> 1996	MR Official Gazette no. 52-53 from the 8 <sup>th</sup> of August 1996
<b>Law on urbanism principles and territory arrangement</b> , no. 835-XIII from May the 17 <sup>th</sup> 1996	MR Official Gazette no. 1-2 from the 2 <sup>nd</sup> of January 1997, art. 2
<b>Law on secondary material resources</b> , no. 787-XIII from March the 26 <sup>th</sup> 1996	MR Official Gazette no. 31 from the 23 <sup>rd</sup> of May 1996, art. 320
<b>Law on the areas and strips for the protection of waters, rivers and water basins</b> no. 440-XIII from the 27 <sup>th</sup> of April 1995	MR Official Gazette no. 43 from the 3 <sup>rd</sup> of August 1995, art. 482
<b>Law on animal life</b> , no. 439-XIII from April the 27 <sup>th</sup> 1995	MR Official Gazette no. 62-63 from the 9 <sup>th</sup> of November 1995
<b>Law on environmental protection</b> , no. 1515-XII from	MR Parliament Gazette no. 10. 1993

Name	Date of publication in the Official Gazette
the 16 <sup>th</sup> of June 1993	
Moldova Republic Parliament Decisions	
<b>Regarding the amendment and adjustment of Government Decision no. 988 from 21.09.1998 "On the approval of the Regulation regarding ecological funds" no. 1103 from August the 20<sup>th</sup> 2002</b>	MR Official Gazette from the 29 <sup>th</sup> of August 2002 no. 122-123
<b>Regarding the establishment of the National Committee for Environmental Policy no. 986 from the 23<sup>rd</sup> of July 2002</b>	MR Official Gazette from the 1 <sup>st</sup> of August 2002 no. 110-112
<b>For the approval of the Regulation regarding the procedure for the establishment of the regime of a natural protected area no. 803 from June the 19<sup>th</sup> 2002</b>	MR Official Gazette from the 1 <sup>st</sup> of July 2002 no. 95
<b>Regarding the establishment of "Ramsar" National Committee no. 581 from the 8<sup>th</sup> of May 2002</b>	MR Official Gazette from the 23 <sup>rd</sup> of May 2002 no. 66-68
<b>On the outcomes of the control of execution of the law no. 851-XIII from May the 29<sup>th</sup> 1996 on ecological expertise and environmental impact assessment no. 1267-XV from July the 29<sup>th</sup> 2002</b>	MR Official Gazette from the 5 <sup>th</sup> of August 2002 no. 113-114
<b>Regarding the approval of the Conception of Environmental Policy of the Republic of Moldova no. 605 from November the 2<sup>nd</sup> 2001</b>	MR Official Gazette from the 15 <sup>th</sup> of January 2002 no. 9-10
<b>For the approval of the Strategy for sustainable development of forestry sector in the Republic of Moldova no. 350 from the 12<sup>th</sup> of July 2001</b>	MR Official Gazette from the 8 <sup>th</sup> of November 2001 no. 133-135
<b>Regarding the approval of the National Strategy and Action Plan in the field of biological diversity preservation no. 122 from April the 27<sup>th</sup> 2001</b>	MR Official Gazette from the 2 <sup>nd</sup> of August 2001 no. 90-91
<b>Regarding the interdiction of sports hunting of hooved animals during 1996 – 1997 season no. 979 from July the 24<sup>th</sup> 1996</b>	MR Official Gazette from the 5 <sup>th</sup> of September 1996 no. 58

Name	Date of publication in the Official Gazette
Moldova Republic Government Decisions	
<b>MR Government Decision regarding the amendment and adjustment of several MR Government Decisions. (“REDECO-MOLDOVA” LTD Campaign) no. 362 from 28.03.2002</b>	MR Official Gazette from 4.04.2002 no. 46-48
<b>MR Government Decision regarding the amendment and adjustment of Government Decision no. 666 from 27.05.2002 regarding the transfer of several lands, no.1254 from 25.09.2002</b>	MR Official Gazette from 27.09.2002 no. 134
<b>Regarding various measures for the regulation of aquatic basins use, no. 1202 from November the 8<sup>th</sup> 2001</b>	MR Official Gazette from the 15 <sup>th</sup> of November 2001 no. 136-138
<b>Regarding the approval of the Program for the decrease of atmospheric air pollution by means of transportation, no. 1047 from the 4<sup>th</sup> of October 2001</b>	MR Official Gazette from the 5 <sup>th</sup> of October 2001 no. 121-123
<b>On several measures regarding the delimitation of public property lands, no. 837 from the 14<sup>th</sup> of August 2001</b>	MR Official Gazette from the 24 <sup>th</sup> of August 2001 no. 104-105
<b>Regarding the approval of the volume of harvest of the wooden mass for the period 2001 - 2005 no. 850 from the 15<sup>th</sup> of August 2001</b>	MR Official Gazette from the 18 <sup>th</sup> of August 2001 no. 100-101
<b>Regarding the measures for the support of walnut tree crop development, no. 189 from 5.03.2001</b>	MR Official Gazette from the 6 <sup>th</sup> of March 2001 no. 27-28
<b>On the execution of Government Decision no. 595 from the 29<sup>th</sup> of October 1996 and some additional measures for optimizing forestry management and forestry vegetation protection, no. 107 from the 7<sup>th</sup> of February 2001</b>	MR Official Gazette from the 22 <sup>nd</sup> of February 2001 no. 19-20
<b>Regarding the measures for centralized storage and neutralization of non – usable and forbidden pesticides, no. 30 from January the 15<sup>th</sup> 2001</b>	MR Official Gazette from the 25 <sup>th</sup> of January 2001 no. 8-10
<b>Regarding the numeric adjustment of the number of migrating wild geese on the territory of the</b>	MR Official Gazette from the 1 <sup>st</sup> of February 2001 no. 11-13

Name	Date of publication in the Official Gazette
<b>Republic of Moldova</b> , no. 60 from January the 26 <sup>th</sup> 2001	
<b>Regarding the measures for the establishment of riparian areas and strips for the protection of waters from rivers and water basins</b> , no. 32 from the 16 <sup>th</sup> of January 2001	MR Official Gazette from the 31 <sup>st</sup> of May 2001 no. 57-58
<b>Regarding the approval of the regulation on natural and built protected areas</b> , no. 1009 from the 5 <sup>th</sup> of October 2000	MR Official Gazette from the 12 <sup>th</sup> of October 2000 no. 127-129
<b>For the approval of framework regulations relating to natural parks, nature monuments, resource reservations and biosphere reservations</b> , no. 782 from the 3 <sup>rd</sup> of August 2000	MR Official Gazette from the 17 <sup>th</sup> of August 2000 no. 102-105
<b>For the approval of the framework regulation regarding the multi – functional management areas, the framework regulation regarding natural reservations, the framework regulation regarding landscape reservations and the framework regulation regarding landscape architectural monuments</b> no. 784 from August the 3 <sup>rd</sup> 2000	MR Official Gazette from the 17 <sup>th</sup> of August 2000 no. 102-105
<b>For the approval of the framework regulation regarding botanical gardens, the framework regulation regarding dendrological gardens, the framework regulation regarding scientific reservations</b> no. 785 from August the 3 <sup>rd</sup> 2000	MR Official Gazette from the 17 <sup>th</sup> of August 2000 no. 102-105
<b>Regarding the approval of the National Program for turning production and sewage waste to good account</b> no. 606 from June the 28 <sup>th</sup> 2000	MR Official Gazette from the 8 <sup>th</sup> of July 2000 no. 78-80
<b>Regarding the approval of the regulation for the Cadastre of objects and complexes from the natural state protected areas fund</b> no. 414 from May the 2 <sup>nd</sup> 2000	MR Official Gazette from the 12 <sup>th</sup> of May 2000 no. 54-56
<b>Regarding the national network of observation and laboratory control on environmental contamination (pollution) by radioactive, poisonous, highly toxic</b>	MR Official Gazette from the 1 <sup>st</sup> of June 2000 no. 63-64

Name	Date of publication in the Official Gazette
<b>substances and bacterial (biological) means</b> , no. 477 from the 19 <sup>th</sup> of May 2000	
<b>Regarding the approval of the National Program for actions for the fighting of desertification</b> no. 367 from the 13 <sup>th</sup> of April 2000	MR Official Gazette from the 27 <sup>th</sup> of April 2000 no. 46-49
<b>Regarding the regulation of collection, purchase and commercialization of secondary resources</b> no. 276 from March the 20 <sup>th</sup> 2000	MR Official Gazette from the 23 <sup>rd</sup> of March 2000 no. 31-33
<b>On the approval of the Regulation regarding the involvement of the public into the drawing up and adoption of environmental decisions</b> no. 72 from the 25 <sup>th</sup> of January 2000	MR Official Gazette from the 3 <sup>rd</sup> of February 2000 no. 12-13
<b>Regarding the approval of the National Program for part by part freeze of those substances destroying the ozone layer in the Republic of Moldova</b> no. 1064 from November the 11 <sup>th</sup> 1999	MR Official Gazette from the 9 <sup>th</sup> of December 1999 no. 135-136
<b>For the approval of the regulation regarding the use of hydro – meteorological information in the economic activity of economic agents</b> no. 935 from the 11 <sup>th</sup> of October 1999	MR Official Gazette from the 15 <sup>th</sup> of October 1999 no. 115
<b>On the approval of the regulation regarding ecological funds</b> no. 988 from September the 21 <sup>st</sup> 1998	MR Official Gazette from the 8 <sup>th</sup> of October 1998 no. 92-93
<b>For the approval of the regulation regarding the environmental impact of enterprises that may be privatized</b> no. 394 from April the 8 <sup>th</sup> 1998	MR Official Gazette from the 25 <sup>th</sup> of June 1998 no. 56-59
<b>For the approval of the regulation regarding the ecological audit of enterprises</b> no. 395 from April the 8 <sup>th</sup> 1998	MR Official Gazette from the 25 <sup>th</sup> of June 1998 no. 56-59
<b>Regarding the state records on forestry fund</b> no. 1007 from the 30 <sup>th</sup> of October 1997	MR Official Gazette from the 11 <sup>th</sup> of December 1997 no. 82-83
<b>Regarding the classification of forests as per groups and functional categories</b> no. 1008 from the 30 <sup>th</sup> of December 1997	MR Official Gazette from the 11 <sup>th</sup> of December 1997 no. 82-83

Name	Date of publication in the Official Gazette
October 1997	
<b>On the approval of the provisory regulation regarding the lease of hunting grounds for the cynegetic needs in Republic of Moldova and the List of hunting lands, as assigned to state forest enterprises of the State Forestry Association "Moldsilva" no. 769 from the 13<sup>th</sup> of August 1997</b>	MR Official Gazette from the 30 <sup>th</sup> of October 1997 no. 71
<b>On the approval of the regulation regarding the assignment of lands no. 246 from May the 3<sup>rd</sup> 1996</b>	MR Official Gazette from the 11 <sup>th</sup> of June 1996 no. 35-37
<b>Regarding the measures for the assurance of the protection of forests, protective forestry curtains and other forest plantations no. 106 from the 27<sup>th</sup> of February 1996</b>	MR Official Gazette from the 30 <sup>th</sup> of May 1996 no. 32-33
<b>For the approval of the regulation regarding the method and conditions for the assignment to use of the aquatic objects no. 745 from the 3<sup>rd</sup> of November 1995</b>	MR Official Gazette from the 22 <sup>nd</sup> of February 1996 no. 11-12
<b>Regarding the method of elaboration and approval of the schemes for using in complex and waters protection no. 747 from November the 3<sup>rd</sup> 1995</b>	MR Official Gazette from the 7 <sup>th</sup> of March 1996 no. 14-15
<b>Regarding the draft of the concession agreement between the Moldova Republic Government and the Company for Resources Exploitation "Redeco LTD" (U.S.A.) as related to the research and exploitation of crude oil and gas resources in the Republic of Moldova, no. 621 from September the 7<sup>th</sup> 1995</b>	MR Official Gazette from the 24 <sup>th</sup> of November 1995 no. 65-66
<b>Regarding the regulation of sub – soil valorification no. 700 from September the 21<sup>st</sup> 1994</b>	MR Official Gazette from the 10 <sup>th</sup> of November 1994 no. 12
<b>Regarding the authorization by virtue of a license, of the use of Moldova Republic subsoil no. 726 din from the 27<sup>th</sup> of September 1994</b>	MR Official Gazette from the 13 <sup>th</sup> of October 1994 no. 8
<b>Regarding the approval of the Regulation of Waters State Cadastre no. 626 from August the 18<sup>th</sup> 1994</b>	MR Official Gazette from the 8 <sup>th</sup> of September 1994 no. 3

Name	Date of publication in the Official Gazette
<b>On the approval of the basic principles for the restoration of damaged lands</b> no. 404 from June the 9 <sup>th</sup> 1994	MR Official Gazette from July 1994 no. 7
<b>On the approval of the provisory regulation regarding the harvesting of grass and the grazing of animals on the lands of the Forestry Fund of Moldova Republic</b> no. 294 from May the 25 <sup>th</sup> 1993	MR Official Gazette from May 1993 no. 5
<b>On the approval of the regulation regarding the method of recovering the prejudiced caused by forest contraventions</b> no. 854 from the 28 <sup>th</sup> of December 1992	

## Monitoring plan

Issue	Where the parameter shall be monitored	How the parameter shall be monitored	Measuring frequency	Responsible with such measuring
<b>A. Construction</b>				
<b>Noise generated by:</b> Heavy equipments, trucks	On the construction site and in the lived in area	Measuring equipments (decibel meter)	On a daily basis	RMSSM
<b>Vibrations generated by:</b> Heavy equipments trucks	Close to affected buildings	Vibro - meter	One shall conduct a measuring in order to establish the level of vibrations within the perimeter of the lived in area	RMSSM
<b>Dust</b> generated by: traffic and equipments	On the construction site and in the lived in areas	Visual	On a daily basis	RMSSM
<b>Gases</b> generated by the engines of trucks and the heavy equipments	On the construction site and in the lived in area	Special equipments for engines	On a monthly basis and anytime one brings a new equipment on the said construction site	RMSSM
<b>Mud</b> generated by: Construction site traffic or traffic on the public roads	On the construction site and on the pre – established transportation routes	Visual	On a daily basis	RMSSM
<b>Soil pollution with:</b> Fuels or lubricants from tanks, engine leaks, other operations regarding the handling of fuels and lubricants)	Where fuels and lubricants are stored Where the equipments are supplied Where the equipments are garaged Where fuels and lubricants are used;	Visual	On a daily basis	RMSSM
Cement or concrete	Where one prepares and transports such cement or concrete			
Contaminated material (material from repairing works, chemicals, etc)	Repairing works, materials warehouses, etc.			
Water pollution by: Fuels and lubricants, leaks of contaminated water, decantation ponds (Cu, BP, Zn,) Mine water, Suspensions transported by pluvial waters	In the places where one works close to water streams Diffluent; Monitoring points as per influents and lakes, monitoring points mounted in wells	Lab analyses: - copper - lead - zinc - suspensions - oils	On a monthly basis during the works or in accordance with the monitoring program	RMSSM

## Other parameters:

<b>Operation / activity</b>	<b>Performance indicator</b>	<b>Monitoring method / instrument</b>	<b>Frequency</b>	<b>Measured by</b>	<b>Responsible</b>
Damages that may be reported	Wasted time damages	Incident report	On a monthly basis	RMSSM	RMSSM
	Frequency rate	Statistical report on accidents	On a monthly basis	RMSSM	RMSSM
Toxic industrial waste (DIT) elimination	Quantity of DIT	DIT Register	On a monthly basis	RMSSM	RMSSM
Energy consumption	Consumed energy total	Utilities invoice	On a monthly basis	RMSSM	RA
Water consumption	Consumed water total	Utilities invoice	On a monthly basis	RMSSM	RA
Noise (7 a.m. – 7 p.m. = e.g.. 90dB) (7pm-7am = ex. 60dB)	Noise level (dB)	Device for noise measurement (Decibel meter)	On a weekly basis	RMSSM	RMSSM
Gas consumption	Consumed gas total	Monitoring chart for gas consumption	On a monthly basis	RMSSM	RA
Complaints from population	Total no. of such complaints	Complaints register	On a monthly basis	RMSSM	RA
Maintenance regime	No. of faults	Monitoring chart for maintenance faults	On a monthly basis	RMSSM	Location Responsible
Safety inspection	Daily inspection	Daily report on safety	On a daily basis	Safety Supervisor	Location Responsible
Maintenance of emergency case	Number of faults of the equipments (fire extinguisher)	Inspection checking list	On a monthly basis	Safety Supervisor	Location Responsible

PERFORMER,  
SC TEL DRUM SA

**GRUPPO ADIGE BITUMI S.p.A.**

Mezzocorona (TN), str.IV Novembre,no.13/l, Italy

TO:

**STATE ROAD ADMINISTRATION – REPUBLIC OF MOLDOVA**

**Bucuriei street,12 A, Chisinau, MD 2004**

**CONTRACT RSP/W5/02: “Rehabilitation of R33 Hincesti – Lapusna M1 Road**

**km 0+000 – km 37+200” – PRE-QUALIFICATION NOTICE**

Dear Sirs,

By present letter we let you know that Gruppo Adige Bitumi S.p.A. – Italy, will not submit tender for the above mentioned contract.

Gruppo Adige Bitumi S.p.A. agree that SC Tel Drum SA to submit tender as a single entity, not in joint venture with our company.

Best regards,

**GRUPPO ADIGE BITUMI**

**Stefano Bordin**

GRUPPO ADIGE BITUMI

Mezzocorona (TN), str.IV Novembre,no.13/I, Italy

TO:

**STATE ROAD ADMINISTRATION – REPUBLIC OF MOLDOVA**  
**Bucuriei street,12 A, Chisinau, MD 2004**

**CONTRACT RSP/W5/01: “Rehabilitation of R1 Chisinau – Ungheni – Sculeni Road**

**km 74+177 – km 96+200” – PRE-QUALIFICATION NOTICE**

Dear Sirs,

By present letter we let you know that Gruppo Adige Bitumi S.p.A. – Italy, will not submit tender for the above mentioned contract.

Gruppo Adige Bitumi S.p.A. agree that SC Tel Drum SA to submit tender as a single entity, not in joint venture with our company.

Best regards,

GRUPPO ADIGE BITUMI

Stefano Bordin

## CONSULTANCY AGREEMENT

**THIS AGREEMENT** (the „Agreement”) is made on this day of 17 of January 2013 , by and between:

**1/ Molcotel – Service S.R.L.**, registered under the laws of Republic of Moldova, having its registered headquarters in Chisinau, Lev Tolstoi street, no 15, registered with the State Chamber of Registration of Republic of Moldova under no. 1003600090898, Bank Account with BC „UNIBANK” S.A., c/d 222418560760, c/b JSCUMD2X, TVA 0203428, represented by Ruslan Romanov ( „**the Consultant**”),

and

**2/ Association made between:**

- **GRUPPO ADIGE BITUMI S.P.A.** with head office in Mezzocorona (TN), str. IV November, no. 13/I, Italy, registered at Trade Register of Trento under number 00613760248, represented by Stefano Bordin - Association Leader;
- **SC TEL DRUM SA** registered under the laws of Romania, having its registered headquarters in Alexandria, Libertatii - Prelungire Street, no 458 bis, Teleorman county, registered with the Trade Registry under no. J34/211/1998, having the Unique Registration Number 2695680, IBAN Account R045BRDE350SV15490893500, opened with BRD Alexandria, and phone number 0040(0)247.316.976, represented by General Manager – eng. Petre Pitis - Associate:

(„**the Client**”),

### WHEREAS:

The client entered a Contract (hereinafter called „the Main Contract”) with the Republic of Moldova Ministry of Transport and Road Infrastructure and the State Road Administration to execute road rehabilitation works on:

Contract **RSPSP/W5/02**: “Rehabilitation of R33 Hincesti-Lapusna – M1 Road km 0+000 - km 37+200” (EBRD Credit)

The Client wishes to engage a consultant to provide certain services in connection with the Project and the Consultant is prepared to carry out those tasks in accordance with the terms of the present Agreement.

Subject to the terms and the conditions of this Agreement and in reliance upon the representations, warranties, covenants and agreements of the Parties contained in this Agreement and in regard of the Main Contract, the Parties hereto agree as follows:

### PREAMBLE

**“Authority or Employer”** means the *Ministry of Transport and Road Infrastructure and State Road Administration*

**Administration “Tender”** the tender proclaimed by the Authority

**“Tender Documents”** means all documents and rules issued by the Authority on the basis of which the Tender is held which shall become further part of the Main Contract or has to be further observed by the successful tender for the whole duration of the Project.

**“Final and Binding Offer”** means the final and binding offer in that will be submitted by the Client to the Authority within the framework of the Tender.

**“Main Contract”** means the contract concluded by the Client with the Authority, in case the Client is being nominated as successful tender after the evaluation of the offers of all tenders.

**“Project”** means road rehabilitation works on:

Contract **RSPSP/W5/02**: “Rehabilitation of R33 Hincesti-Lapusna – M1 Road km 0+000 - km 37+200” (EBRD Credit)

**“Consultancy Services”** means those services that are to be provided to the Client by the Consultant which are outlined in Article 2 of this Agreement.

**“Closing”** means the execution of this Agreement.

**“Effective Date”** means the date on which the present Agreement is being executed by both Parties or the date of the last signature of this Agreement.

**“Sub-Consultants”** means any company indicated in the sole discretion of the Consultant to perform certain Services on behalf of the Client, as sub-contractors of the Consultant

**“Country”** means the country named Moldova where the Project to be executed.

## **ARTICLE I – INTERPRETATION**

**1.1 Definitions.** The terms used but not defined in the present Agreement have the meanings given to them in the Tender documents. Unless otherwise indicated in this Agreement, each term with capital letter when used in this Agreement shall have the respective meaning given to that term in this preamble or elsewhere in the provision of this Agreement.

**1.2 Rules of interpretation.** In this Agreement, unless the context requires otherwise, reference to:

1.2.1 a reference importing the singular includes the plural.

1.2.2. a Governmental Rule includes any amendment or modification to such Governmental Rule.

1.2.3 a Party includes such Party’s Legal successors and permitted assignees.

1.2.4. a term of inclusion are not to be interpreted to be a term of limitation and the words "include", "includes" and "including" and words of similar import mean include/s without limitation and including without limitation respectively.

1.2.5 an Article, Section, Exhibit, Schedule, Annex, Attachment or Appendix is to the Article, Section, Exhibit, Schedule, Annex, Attachment or Appendix of such Agreement unless otherwise indicated. Exhibits, Schedules, Annexes, Attachments or Appendices to any document shall be deemed incorporated by reference in such document.

1.2.6 the words "hereof," "herein" and "hereunder" and words of similar import when used in Agreement shall refer to such Agreement as a whole and not to any particular provision of such document.

1.2.7 days shall mean calendar days, unless the term "business days" is used.

1.2.8 € is the Euro.

## **ARTICLE II – SCOPE**

**2.1 Agreement's Scope.** The Client hereby agrees to employ the Consultant and the Consultant hereby agrees to render Services for the benefit of the Client, in particular for the execution of the road rehabilitation works on

Contract **RSPSP/W5/02:** "Rehabilitation of R33 Hincesti - Lapusna – M1 Road km 0+000 - km 37+200" (EBRD Credit)

(hereinafter called „the Project”).

**2.2 Services.** The Consultant shall provide the Consultancy Services:

A. During the preparation of the Offer up to the nomination of the successful tender including the evaluation procedure

B. In case the Client is nominated as successful tender during the negotiation phase until the signature of the Main Contract

### **2.2.1 During the preparation of the offer:**

a) advising on relevant local customs and practices, laws and regulations;

b) advising on the interpretation of award criteria, contract terms and specifications;

c) advising on the clarifications that should be requested to the provisions of the Tender Documents;

d) reviewing all the documents necessary for the fulfillment of the qualification criteria stated in the Tender Documents;

e) reviewing the technical offer in order to ensure the compliance with the requirements of the Authority specified in the Tender Documents;

- f) assisting in identifying suitable local suppliers and sources of the principal materials for works;
- g) advising on the placing and handling of local sub-contractors;
- h) advising on public relations.

#### **2.2.2 During the evaluation procedure:**

Assist in responding to all the clarifications requested by the Authority during the evaluation and, if necessary, elaborating and reviewing the additional documents that should be submitted to the Authority for an accurate and complete evaluation.

#### **2.2.3 During the negotiation phase, if the case may be, and signing of the Main Contract:**

- a) In responding to the potential requests of remedy form the Authority if the case may be, elaborating and reviewing the additional documents that shall become part of a comprehensive and complete contract;
- b) Advising on relevant local customs and practices, laws and regulations that shall appear during the contract signing.

#### **2.2.4 – During the execution of the contract**

- a) Assisting in identifying suitable local contractors and suppliers
- b) Payments from the engineer and State Road Administration

### **ARTICLE III – DELIVERIES**

3.1 For the remuneration specified in Article 4.1, the Consultant shall deliver the technical offer, in accordance with services specified in Article 2.2.

**3.2 Sufficient evidence for Consultant.** Wining the Tender by Client and signing of Main Contract between the Authority and the Client constitutes sufficient evidence for payment of the Consultant as mentioned within article 4.1

### **ARTICLE IV – REMUNERATION**

**4.1 Value of Remuneration.** The Consultant shall be remunerated as follows:

in case of award of the Main Contract to the Client, the Consultant shall be paid a success fee equal to 3 % of the Main Contract Price.

**4.2 Method of payment.** The remuneration shall be paid by the Client by wire transfer into the Consultant's account as follows:

- 1% of the Main Contract Price shall be paid in 5 (five) days from the date of receipt of the advance payment on the Main Contract;
- 1% of the Main Contract Price shall be paid in 5 (five) days from the date of receipt of payment for the half value of the Main Contract ;

- 1% of the Main Contract Price shall be paid in 5 (five) days from the date of receipt the last payment on the Main Contract.

## **ARTICLE V – CHANGES. VARIATION. EXCEPTIONAL SERVICES**

**5.1. Changed Circumstances.** If circumstances arise for which the Consultant is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with this Agreement, he shall promptly dispatch in writing a notice to the Client.

In these circumstances, if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply, plus a reasonable period not exceeding one month for resumption of them.

If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

**5.2. Amendments.** This Agreement can be amended, by written agreement of the Parties on application by either of them. In case the Main Contract suffers amendments, such amendments shall be similarly transferred to this Agreement as regards the Services rendered and the compensation received by the Consultant.

## **ARTICLE VI- WORKING PROCEDURE**

**6.1. Instructions and Directions.** The Consultant shall comply with all reasonable written instructions and directions in relation to the Consultancy Services and/ or this Agreement issued to the Consultant by the Client's Representative. The Consultant shall not comply with any instructions or directions which are issued by the Authority or any other third party directly to the Consultant. If the Consultant receives any such direct instructions or directions, it shall forthwith inform the Client with a copy of the instruction or direction, if it was given in writing.

**6.2. Information and assistance.** The Client shall furnish without charge and within a reasonable time all pertinent data and information available to it.

The Client shall give its decision on all sketches, drawings reports, recommendations and other matters properly referred to it for decision by the Consultant within a reasonable time from receipt of such materials.

**6.3. Program of Work.** The Consultant shall, as far as is practicable, provide the Consultancy Services in accordance with the schedule of work set out in writing the Parties or, if there is no such schedule, as and when from time to time may be necessary for the proper performance of the Services.

## **ARTICLE VII – CONFIDENTIALITY AND EXCLUSIVITY**

**7.1** The Parties undertake to treat as private and confidential this Agreement and not to disclose any information to third parties, and they further represent that as at the signing date of this Agreement they are not obliged by law to do so. The Parties represent and warrant that their employees and advisers as well as the employees and advisers of their affiliates will adhere to this confidentiality undertaking. The Parties agree that if this article is infringed by an employee or advisor it shall be

considered as an infringement of the Party that employed or hired the employee or advisor.

**7.2** All information and documents provided by the one Party in relation to the present Agreement and Project are confidential. Only such information and documents which are proven to have been in the public domain before the beginning of the negotiations or to have been entered into the public domain during the negotiations through no fault of any Party or its employees or advisers shall not be regarded as confidential.

**7.3** The Parties undertakes to use all information and documents exclusively for the review of its interest in providing the Services and to disclose internally such information and documents only to the management and such employees and advisers engaged in the Project who have a professional duty of confidentiality. The Client undertakes, in particular, not to use the information and documents provided for competitive purposes, not to pass it on to third parties and not to make it publicly known.

**7.4** The provisions of this Article 8 shall survive the termination of this Agreement, except for the provisions that shall be transferred to the documents to become public documents by virtue of registration with proper authorities or otherwise.

**7.5** The Consultant hereby undertakes that as regards the Project it will act on exclusive basis for the Client and it undertakes not to compete, participate or in other way agree to take part - totally or partially, individually, in partnership or in any other way with other entities - to any other bidding or related consulting activity for the Project otherwise than together under the min terms and conditions agreed in the present Agreement.

## **ARTICLE VIII – ASSUMPTION OF LIABILITIES**

**8.1 Excluded Liabilities.** The Consultant does not assume or otherwise become responsible for, and expressly disclaims liability for any liability of the Client in respect of the Main Contract and Project, or any claims of such liability, whether arising out of occurrences prior to, at, or after the signing date of this Agreement.

**8.2 Liability for Breach.** In case of breach of this Agreement by any Party, the defaulting Party shall indemnify the other for all losses in connection with the breach of the Agreement. Neither Party shall be liable to the other for indirect loss of damage, loss of profits, loss of use, loss of contracts suffered by a Party.

## **ARTICLE IX - VALIDITY AND TERMINATION**

**9.1 Duration.** This Agreement shall enter into force upon its signature and shall remain in force up to the expiry of the defects notification period of the Main Contract but not earlier than the date when all due payments are made by the Employer to the Client and by the Client to the Consultant according to the provisions of this Agreement.

**9.2 Early Termination.** This Agreement and the transactions contemplated hereunder may also be terminated at any time prior to its expiry by the Parties' written consent only.

**9.3. Effect of Termination.** Upon termination of this Agreement the Consultant shall be reimbursed for all the Services actually rendered until the effective date of termination. All further obligations will be terminated with no further liability of either Party hereto except as agreed in the written consent.

## **ARTICLE X – PARTIES' REPRESENTATIVE**

**10.1** Each Party shall appoint by notice to the other Party a representative who shall be responsible to that Party and shall be authorized to act on behalf of that Party in all matters relating to this Agreement.

**10.2** By the present, the Parties appoint as their representatives the following:

The Consultant appoints: Mr. Ruslan Romanov

The Client appoints: Mr. Petre Pitis.

Each Party may from time to time, by notice to the other Party, replace its representative.

**10.3** Any act, document, deed or similar issued and signed by the Party's representative shall be deemed as an act, document, deed or similar issued by that Party.

## **ARTICLE XI – MISCELLANEOUS**

**11.1 Sub-Contracts.** The Consultant may with the prior written notice to the Client, subcontract the performance of any of the Consultancy Services. It is explicitly agreed that the Consultant shall fully responsible for all of the sub-contractor's obligations under these services' agreements towards the Client.

### **11.2 Payment of Expenses. Taxes**

11.2.1 Each Party hereto shall pay its own legal and other expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions described herein and therein, including the fees of any financial advisors or other professionals retained by it.

11.2.2 Each Party hereto shall pay its own sales, stamp, use or other transfer taxes imposed in connection with this Agreement.

**11.3 Modification or Amendments. Waiver.** This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of the Parties. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

**11.4 Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the Republic of Moldova.

**11.5 Notices.** Any notice, request, instruction or other document to be given by any Party shall be in writing, in the language of the Agreement and addressed as follows:

**If to the Client:**

Email: [verginia.ignat@teldrum.ro](mailto:verginia.ignat@teldrum.ro)

Fax no: 0040 (0)247 316977

**If to the Consultant:**

Email: .....

Fax no:.....

or to such other persons or addresses as may be designated in writing by the Party to receive such notice. A notice is given at the time of receipt, if by post, at the time of delivery, if delivered to the person, if by fax, when received in legible form and if by email or any other electronic communication, when received in legible form.

**11.6 Entire Agreement.** This Agreement contains the whole agreement between the Parties and supersedes all other prior agreements and understandings, both written and oral, between the Parties, with respect to the subject matter hereof, including any Letter of Intent or previous correspondence (if any), except the Pre-Bidding Agreement (if any).

**11.7 Arbitration.**

In the event of a dispute, claim, or disagreement arising out of or in connection with the present Agreement (including a breach of its terms), the Parties shall make every possible effort to amicably settle such dispute, claim, or disagreement in good faith. If an agreement is not reached within thirty (30) days after the date that a Party had requested the amicable settlement, the matter shall be resolved by arbitration. Place of arbitration shall be the Commercial Arbitration Chamber of the Republic of Moldova. The ruling of the arbitration panel shall be final and binding upon the Parties.

Reference to arbitration shall not suspend the execution or the progress of the Services or the validity of this Agreement. The Party, which has referred a dispute to arbitration and during such process, shall comply with its contractual obligations.

**11.8 Assignment.** Neither of the Parties shall have the right to assign any of the benefits or liabilities arising out or in connection with this Agreement to any person, company or without the written consent of the other Party.

**11.9 Severability.** The provisions contained in each clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

**11.10 Headings.** Headings in this Agreement are for convenience of reference only and are not part of the substance hereof or thereof.

**11.11 Language of the Agreement.** The Language of the Agreement is English.

**11.12 Counterparts.** This Agreement may be executed in one or more counterparts all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the day and year as written above.

**SIGNATORIES:**

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**Name / Stamp**

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**Name / Stamp**

## CONSULTANCY AGREEMENT

**THIS AGREEMENT** (the „Agreement”) is made on this day of 10 of July 2012 , by and between:

**SC TEL DRUM SA** registered under the laws of Romania, having its registered headquarters in Alexandria, Libertatii - Prelungire Street, no 458 bis, Teleorman county, registered with the Trade Registry under no. J34/211/1998, having the Unique Registration Number 2695680, IBAN Account RO45BRDE350SV15490893500, opened with BRD Alexandria, and phone number 0040(0)247.316.976, represented by General Manager – eng. Petre Pitis, as „**the Consultant**”,

and

**SC** ..... registered under the laws of Romania, having its registered headquarters in ...., registered with the Trade Registry under no. ...., having the Unique Registration Number ...., IBAN Account ...., opened with ...., and phone number ...., represented by ... – , as „**the Client**”,

### WHEREAS:

The client entered a Contract (hereinafter called „the Main Contract”) with the Republic of Moldova Ministry of Transport and Road Infrastructure and the State Road Administration to execute road rehabilitation works on:

Contract **RSPSP/W4/01: “Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 6+446-km 24+050” (EIB Credit)**

The Client wishes to engage a consultant to provide certain services in connection with the Project and the Consultant is prepared to carry out those tasks in accordance with the terms of the present Agreement.

Subject to the terms and the conditions of this Agreement and in reliance upon the representations, warranties, covenants and agreements of the Parties contained in this Agreement and in regard of the Main Contract, the Parties hereto agree as follows:

### PREAMBLE

“**Authority or Employer**” means the **Ministry of Transport and Road Infrastructure and State Road Administration**

**Administration “Tender”** the tender proclaimed by the Authority

“**Tender Documents**” means all documents and rules issued by the Authority on the basis of which the Tender is held which shall become further part of the Main Contract or has to be further observed by the successful tender for the whole duration of the Project.

“**Final and Binding Offer**” means the final and binding offer in that will be submitted by the Client to the Authority within the framework of the Tender.

**"Main Contract"** means the contract concluded by the Client with the Authority, in case the Client is being nominated as successful tender after the evaluation of the offers of all tenders.

**"Project"** means road rehabilitation works on:

Contract **RSPSP/W4/01: "Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 6+446-km 24+050" (EIB Credit)**

**"Consultancy Services"** means those services that are to be provided to the Client by the Consultant which are outlined in Article 2 of this Agreement.

**"Closing"** means the execution of this Agreement.

**"Effective Date"** means the date on which the present Agreement is being executed by both Parties or the date of the last signature of this Agreement.

**"Sub-Consultants"** means any company indicated in the sole discretion of the Consultant to perform certain Services on behalf of the Client, as sub-contractors of the Consultant

**"Country"** means the country named Moldova where the Project to be executed.

## **ARTICLE I - INTERPRETATION**

**1.1 Definitions.** The terms used but not defined in the present Agreement have the meanings given to them in the Tender documents. Unless otherwise indicated in this Agreement, each term with capital letter when used in this Agreement shall have the respective meaning given to that term in this preamble or elsewhere in the provision of this Agreement.

**1.2 Rules of interpretation.** In this Agreement, unless the context requires otherwise, reference to:

1.2.1 a reference importing the singular includes the plural.

1.2.2. a Governmental Rule includes any amendment or modification to such Governmental Rule.

1.2.3 a Party includes such Party's Legal successors and permitted assignees.

1.2.4. a term of inclusion are not to be interpreted to be a term of limitation and the words "include", "includes" and "including" and words of similar import mean include/s without limitation and including without limitation respectively.

1.2.5 an Article, Section, Exhibit, Schedule, Annex, Attachment or Appendix is to the Article, Section, Exhibit, Schedule, Annex, Attachment or Appendix of such Agreement unless otherwise indicated. Exhibits, Schedules, Annexes, Attachments or Appendices to any document shall be deemed incorporated by reference in such document.

1.2.6 the words "hereof," "herein" and "hereunder" and words of similar import when used in Agreement shall refer to such Agreement as a whole and not to any particular provision of such document.

1.2.7 days shall mean calendar days, unless the term "business days" is used.

1.2.8 € is the Euro.

## **ARTICLE II – SCOPE**

**2.1 Agreement's Scope.** The Client hereby agrees to employ the Consultant and the Consultant hereby agrees to render Services for the benefit of the Client, in particular for the execution of the road rehabilitation works on

Contract **RSPSP/W4/01: "Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 6+446-km 24+050" (EIB Credit)**

(hereinafter called „the Project”).

**2.2 Services.** The Consultant shall provide the Consultancy Services:

- A. During the preparation of the Offer up to the nomination of the successful tender including the evaluation procedure
- B. In case the Client is nominated as successful tender during the negotiation phase until the signature of the Main Contract

### **2.2.1 During the preparation of the offer:**

- a) advising on relevant local customs and practices, laws and regulations;
- b) advising on the interpretation of award criteria, contract terms and specifications;
- c) advising on the clarifications that should be requested to the provisions of the Tender Documents;
- d) reviewing all the documents necessary for the fulfillment of the qualification criteria stated in the Tender Documents;
- e) reviewing the technical offer in order to ensure the compliance with the requirements of the Authority specified in the Tender Documents;
- f) assisting in identifying suitable local suppliers and sources of the principal materials for works;
- g) advising on the placing and handling of local sub-contractors;
- h) advising on public relations.

### **2.2.2 During the evaluation procedure:**

Assist in responding to all the clarifications requested by the Authority during the evaluation and, if necessary, elaborating and reviewing the additional documents that should be submitted to the Authority for an accurate and complete evaluation.

### **2.2.3 During the negotiation phase, if the case may be, and signing of the Main Contract:**

- a) In responding to the potential requests of remedy form the Authority if the case may be, elaborating and reviewing the additional documents that shall become part of a comprehensive and complete contract;
- b) Advising on relevant local customs and practices, laws and regulations that shall appear during the contract signing.

#### **2.2.4 – During the execution of the contract**

- a) Assisting in identifying suitable local contractors and suppliers
- b) Payments from the engineer and State Road Administration

### **ARTICLE III – DELIVERIES**

3.1 For the remuneration specified in Article 4.1, the Consultant shall deliver the technical offer, in accordance with services specified in Article 2.2.

3.2 **Sufficient evidence for Consultant.** Wining the Tender by Client and signing of Main Contract between the Authority and the Client constitutes sufficient evidence for payment of the Consultant as mentioned within article 4.1

### **ARTICLE IV – REMUNERATION**

**4.1 Value of Remuneration.** The Consultant shall be remunerated as follows:

in case of award of the Main Contract to the Client, the Consultant shall be paid a success fee equal to 4 % of the Main Contract Price.

**4.2 Method of payment.** The remuneration shall be paid by the Client by wire transfer into the Consultant's account as follows:

- 2% of the Main Contract Price shall be paid in 5 (five) days from the date of the signing the Main Contract;
- 1% of the Main Contract Price shall be paid in 5 (five) days from the date of receipt of advance payment on the Main Contract;
- 1% of the Main Contract Price shall be paid in 5 (five) days from the date of receipt the half Price of the Main Contract.

### **ARTICLE V – CHANGES. VARIATION. EXCEPTIONAL SERVICES**

**5.1. Changed Circumstances.** If circumstances arise for which the Consultant is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with this Agreement, he shall promptly dispatch in writing a notice to the Client.

In these circumstances, if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply, plus a reasonable period not exceeding one month for resumption of them.

If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

**5.2. Amendments.** This Agreement can be amended, by written agreement of the Parties on application by either of them. In case the Main Contract suffers amendments, such amendments shall be similarly transferred to this Agreement as regards the Services rendered and the compensation received by the Consultant.

## **ARTICLE VI- WORKING PROCEDURE**

**6.1. Instructions and Directions.** The Consultant shall comply with all reasonable written instructions and directions in relation to the Consultancy Services and/ or this Agreement issued to the Consultant by the Client's Representative. The Consultant shall not comply with any instructions or directions which are issued by the Authority or any other third party directly to the Consultant. If the Consultant receives any such direct instructions or directions, it shall forthwith inform the Client with a copy of the instruction or direction, if it was given in writing.

**6.2. Information and assistance.** The Client shall furnish without charge and within a reasonable time all pertinent data and information available to it.

The Client shall give its decision on all sketches, drawings reports, recommendations and other matters properly referred to it for decision by the Consultant within a reasonable time from receipt of such materials.

**6.3. Program of Work.** The Consultant shall, as far as is practicable, provide the Consultancy Services in accordance with the schedule of work set out in writing the Parties or, if there is no such schedule, as and when from time to time may be necessary for the proper performance of the Services.

## **ARTICLE VII – CONFIDENTIALITY AND EXCLUSIVITY**

**7.1** The Parties undertake to treat as private and confidential this Agreement and not to disclose any information to third parties, and they further represent that as at the signing date of this Agreement they are not obliged by law to do so. The Parties represent and warrant that their employees and advisers as well as the employees and advisers of their affiliates will adhere to this confidentiality undertaking. The Parties agree that if this article is infringed by an employee or advisor it shall be considered as an infringement of the Party that employed or hired the employee or advisor.

**7.2** All information and documents provided by the one Party in relation to the present Agreement and Project are confidential. Only such information and documents which are proven to have been in the public domain before the beginning of the negotiations or to have been entered into the public domain during the negotiations through no fault of any Party or its employees or advisers shall not be regarded as confidential.

**7.3** The Parties undertakes to use all information and documents exclusively for the review of its interest in providing the Services and to disclose internally such information and documents only to the management and such employees and advisers engaged in the Project who have a professional duty of confidentiality. The Client undertakes, in particular, not to use the information and documents provided for competitive purposes, not to pass it on to third parties and not to make it publicly known.

**7.4** The provisions of this Article 8 shall survive the termination of this Agreement, except for the provisions that shall be transferred to the documents to become public documents by virtue of registration with proper authorities or otherwise.

**7.5** The Consultant hereby undertakes that as regards the Project it will act on exclusive basis for the Client and it undertakes not to compete, participate or in other way agree to take part - totally or partially, individually, in partnership or in any other way with other entities - to any other bidding or related consulting activity for the Project otherwise than together under the min terms and conditions agreed in the present Agreement.

## **ARTICLE VIII – ASSUMPTION OF LIABILITIES**

**8.1 Excluded Liabilities.** The Consultant does not assume or otherwise become responsible for, and expressly disclaims liability for any liability of the Client in respect of the Main Contract and Project, or any claims of such liability, whether arising out of occurrences prior to, at, or after the signing date of this Agreement.

**8.2 Liability for Breach.** In case of breach of this Agreement by any Party, the defaulting Party shall indemnify the other for all losses in connection with the breach of the Agreement. Neither Party shall be liable to the other for indirect loss of damage, loss of profits, loss of use, loss of contracts suffered by a Party.

## **ARTICLE IX - VALIDITY AND TERMINATION**

**9.1 Duration.** This Agreement shall enter into force upon its signature and shall remain in force up to the expiry of the defects notification period of the Main Contract but not earlier than the date when all due payments are made by the Employer to the Client and by the Client to the Consultant according to the provisions of this Agreement.

**9.2 Early Termination.** This Agreement and the transactions contemplated hereunder may also be terminated at any time prior to its expiry by the Parties' written consent only.

**9.3. Effect of Termination.** Upon termination of this Agreement the Consultant shall be reimbursed for all the Services actually rendered until the effective date of termination. All further obligations will be terminated with no further liability of either Party hereto except as agreed in the written consent.

## **ARTICLE X – PARTIES' REPRESENTATIVE**

**10.1** Each Party shall appoint by notice to the other Party a representative who shall be responsible to that Party and shall be authorized to act on behalf of that Party in all matters relating to this Agreement.

**10.2** By the present, the Parties appoint as their representatives the following:

The Consultant appoints: Mr. .....

The Client appoints: Mr. Petre Pitis.

Each Party may from time to time, by notice to the other Party, replace its representative.

**10.3** Any act, document, deed or similar issued and signed by the Party's representative shall be deemed as an act, document, deed or similar issued by that Party.

## **ARTICLE XI – MISCELLANEOUS**

**11.1 Sub-Contracts.** The Consultant may with the prior written notice to the Client, subcontract the performance of any of the Consultancy Services. It is explicitly agreed that the Consultant shall fully responsible for all of the sub-contractor's obligations under these services' agreements towards the Client.

### **11.2 Payment of Expenses. Taxes**

11.2.1 Each Party hereto shall pay its own legal and other expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions described herein and therein, including the fees of any financial advisors or other professionals retained by it.

11.2.2 Each Party hereto shall pay its own sales, stamp, use or other transfer taxes imposed in connection with this Agreement.

**11.3 Modification or Amendments. Waiver.** This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of the Parties. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

**11.4 Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the Republic of Moldova.

**11.5 Notices.** Any notice, request, instruction or other document to be given by any Party shall be in writing, in the language of the Agreement and addressed as follows:

#### **If to the Client:**

Email: verginia.ignat@teldrum.ro

Fax no: 0040 (0)247 316977

#### **If to the Consultant:**

Email: .....

Fax no:.....

or to such other persons or addresses as may be designated in writing by the Party to receive such notice. A notice is given at the time of receipt, if by post, at the time of delivery, if delivered to the person, if by fax, when received in legible form and if by email or any other electronic communication, when received in legible form.

**11.6 Entire Agreement.** This Agreement contains the whole agreement between the Parties and supersedes all other prior agreements and understandings, both written and oral, between the Parties, with respect to the subject matter hereof, including any Letter

of Intent or previous correspondence (if any), except the Pre-Bidding Agreement (if any).

### **11.7 Arbitration.**

In the event of a dispute, claim, or disagreement arising out of or in connection with the present Agreement (including a breach of its terms), the Parties shall make every possible effort to amicably settle such dispute, claim, or disagreement in good faith. If an agreement is not reached within thirty (30) days after the date that a Party had requested the amicable settlement, the matter shall be resolved by arbitration. Place of arbitration shall be the Commercial Arbitration Chamber of the Republic of Moldova. The ruling of the arbitration panel shall be final and binding upon the Parties.

Reference to arbitration shall not suspend the execution or the progress of the Services or the validity of this Agreement. The Party, which has referred a dispute to arbitration and during such process, shall comply with its contractual obligations.

**11.8 Assignment.** Neither of the Parties shall have the right to assign any of the benefits or liabilities arising out or in connection with this Agreement to any person, company or without the written consent of the other Party.

**11.9 Severability.** The provisions contained in each clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

**11.10 Headings.** Headings in this Agreement are for convenience of reference only and are not part of the substance hereof or thereof.

**11.11 Language of the Agreement.** The Language of the Agreement is English.

**11.12 Counterparts.** This Agreement may be executed in one or more counterparts all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the day and year as written above.

#### **SIGNATORIES:**

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**Name / Stamp**

**Name / Stamp**

